## **UNOFFICIAL COPY**

RECORDATION REQUESTED BY:

First Community Financial

Bank

Branch: Burr Ridge Bank and

Trust

7020 County Line Road Burr Ridge, IL 60527

Doc#: 1328839040 Fee: \$42.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 10/15/2013 09:40 AM Pg: 1 of 3

WHEN RECORDED MAIL TO:

First Community Financial

Bank

7020 County Line Road Burr Ridge, "\_ 6)527

SEND TAX NOTICES TO.

Kathleen M McKenzie Stephen J McKenzie 725 W 31st Street

Chicago, IL 60616

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by Bridget Laushot, AVP First Community Financial Bank 7020 County Line Road Burr Ridge, IL 60527

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 20, 2013 is made and executed between Stephen J McKenzie and Kathleen J McKenzie, also known as Kathleen M McKenzie, his wife, as joint tenants (referred to below as "Grantor") and First Community Financial Bank, whose address is 7020 County Line Road, Burr Ridge, IL 60527 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 23, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on May 8, 2009 as Document No. 0912857205 in the Recorder's Office of Cook County, Illinois.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Cook County, State of Illinois:

LOT 35 IN JOHN D. SCULLY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST /4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, MAP OF WHICH SUBDIVISION WAS RECORDED JUNE 4, 1866 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS IN BOOK 22 OF PLATS, PAGE 45, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 532 W 45th Street, Chicago, IL 60609. The Real Property tax identification number is 20-04-316-034-0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated September 20, 2013 in the original principal amount of \$2,288,495.68 to Lender

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### MODIFICATION OF MORTGAGE (Continued)

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bearing a fixed interest rate together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) the word Lender means First Community Financial Bank, it's successors and assigns; (3) the maturity date referenced in the Mortgage is hereby amended to remain continuous and without interruption; and (4) to include the following language:

Waiver of Right of Redemption. Notwithstanding any of the provisions to the contrary contained in this Mortgage, Grantor hereby waives, to the extent permitted under 735 ILCS 5/15-1601 (b) or any similar law existing after the date of this Mortgage, any and all rights of redemption on Grantor's behalf and on behalf of any other persons permitted to redeem the property.

All other terms and conditions remain the same.

CONTINUING VALUE Y. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgare as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any rial er or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-sigring person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE SIN JON STATES OFFICE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 20, 2013.

**GRANTOR:** 

LENDER:

FIRST COMMUNITY FINANCIAL BANK

Authorized Officer

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# UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

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On this day before me, the undersigned Notary Public, personally appeared Kathleen M McKenzie and Steph J McKenzie, to me known to be the individuals described in and who executed the Modification of Mortgag and acknowledged that the signed the Modification as their free and voluntary act and deed, for the uses a purposes therein mentioned  Given under my hapid and official seal this  Residing at  COLFITE PALIERMO  NOTARY PUBLIC. STATE OF  ON THIS ACKNOWLEDGMENT  On this  Aday of  September  ACKNOWLEDGMENT  COLFITE PALIERMO  NOTARY PUBLIC. STATE OF LINOIS  ON THE COLOR OF COLOR OF THE COMMUNITY Financial Bank that executed the within and foregoin instrument and acknowledged said instrument to be the free and voluntary act and deed of First Community frinancial Bank, duly authorized by First Community Financial Bank through its board of directors or otherwife for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute the said instrument and in fact executed this said instrument on behalf of First Community Financial Bank.  Residing at  Table Accounty Line Re  Residing at  Table Accounty Line Re  Residing at  Table Accounty Line Re  The County Lin	INDIVIDUAL ACKNOWLEDGMENT			
On this day before me, the undersigned Notary Public, personally appeared Kathleen M McKenzie and Steph J McKenzie, to me known to be the individuals described in and who executed the Modification of Mortgag and acknowledged that the signed the Modification as their free and voluntary act and deed, for the uses a purposes therein mentioned.  Given under my hand and official seal this 20th day of September , 20 13  By Residing at 21464 Hugeries St  Notary Public in and for the State of Telephone    Notary Public in and for the State of Telephone   Notary Public in and for the State of Telep	STATE OF THINGS	) ) ss [	BARRY GLANCY	
J McKenzie, to me known to be the individuals described in and who executed the Modification of Mortgag and acknowledged that the visigned the Modification as their free and voluntary act and deed, for the uses a purposes therein mentioned.  Given under my hand and official seal this 2cth day of September, 20/3  By Residing at 2246 Hughts St  Frankfield (Lengts St)  Notary Public in and for the State of 1240015  Wy commission expires 3/18/14  LENDER ACKNOWLEDGMENT  STATE OF 144005  On this 2ch 2400  On this 2ch 2400  Day of September and known to me to be the 1400 Public, personally appeared 1400 Public, personally appeared 1500 Public, personally appe	COUNTY OF ( ) ILL	)		
Residing at ZILLA HUGHIS ST  Notary Public in and for the State of TULNUS  My commission expires 3/18/14  LENDER ACKNOWLEDGMENT  STATE OF 16/16/15  STATE OF 16/16/15  OFFICIAL SEAL COLETTE PALERMO NOTARY PUBLIC. STATE OF LINOIS MY COMMISSION EXPIRES 0209/16  On this 20 day of State of Linois MY COMMISSION EXPIRES 0209/16  On this 20 day of First Community Financial Bank that executed the within and foregoi instrument and acknowledged said instrument to be the free and voluntary act and deed of First Community Financial Bank through its board of directors or otherwise for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute the said instrument and in fact executed this said instrument on behalf of First Community Financial Bank.  By All (All (All (C)))  Residing at 240 C COUNTY Line B2	J McKenzie, to me known to be the individuals describ and acknowledged that the right signed the Modification as purposes therein mentioned.	ed in and who ex their free and vo	xecuted the Modification of Mortgage luntary act and deed, for the uses an	
DENDER ACKNOWLEDGMENT  STATE OF	Given under my hand and official seal this	day of	<u>September</u> , 20_13.	
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On this	STATE OF MULTIPLES	) () ()	COLETTE PALERMO NOTARY PUBLIC - STATE OF ILLINOIS	
authorized agent for First Community Financial Bank that executed the within and foregon instrument and acknowledged said instrument to be the free and voluntary act and deed of First Community Financial Bank through its board of directors or otherwise for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute the said instrument and in fact executed this said instrument on behalf of First Community Financial Bank.  By Residing at 7440 S. (OVNITY Line Report to the said instrument on the said instrume	COUNTY OF BU PAGE	)	MY COMMISSION EXPIRES:02/09/16	
Financial Bank, duly authorized by First Community Financial Bank through its board of directors or otherwise for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute the said instrument and in fact executed this said instrument on behalf of First Community Financial Bank.  By Residing at 740 S. (OVATY LAGE REPORTED AND ADDITIONAL ADDITIONAL AND ADDITIONAL ADDITIONAL ADDITIONAL ADDITIONAL AND ADDITIONAL ADDITIONA	On this 20 day of September Public, personally appeared BARRY GLANCY	, _2e\?	before me, the undersigned Notation me to be the VIO PRESIDENT	
Puna and luca	instrument and acknowledged said instrument to be the Financial Bank, duly authorized by First Community Fin	ne free and volur <b>ancial Bank</b> throu oath stated that l	ntary act and deed of Fist Communications and deed of the state of the	
Notary Public in and for the State of ILLINIDIS  My commission expires 1/9/2016	By Cleft Lalern	Residing at _	7670 S. COUNTY LINE RD	
My commission expires 1/9/2016	Notary Public in and for the State of		BUPP MOBE 11 60527	